

# **EXHIBIT 6**

KEENAN K COFIELD  
1236 KENDRICK RD  
BALTIMORE, MD 21237

**Underwritten By:**  
**Progressive Casualty Insurance Company**

Claim Number: 22-9404821  
Loss Date: July 20, 2021  
Loss State: MD  
Document Date: February 21, 2022  
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**claims.progressive.com**

Track the status and details of your claim, e-mail your representative or report a new claim.

## Claim Information

Dear Dr. Cofield,

Please be advised that we have completed a full and thorough analysis of the alleged incident described above.

On 1/18/2022 you reported the above captioned incident to Progressive Casualty Insurance Company (we or us) alleging damage to your vehicle and injuries to yourself and your two passengers as a result of rocks or debris coming out of the back of a vehicle owned by our insured, Worktime, Inc.

At this time, we would like to extend a full and final offer of \$2,000.00 on behalf of our insured to resolve any and all damages being claimed by you as a result of this alleged incident. Due to the significant questions of liability, the questionable involvement of our insured, and a lack of any causal mechanism for the injuries you are claiming, we do not anticipate entertaining any counter demands and we reserve the right to withdraw this offer at a later date if not accepted. Below are a few of the factors considered in arriving at this offer:

- There is limited evidence to support our insured was actually involved in this alleged incident (there was no police report filed and the police have no record of this alleged incident based on our contact with their dispatch unit). Please note that prior to the date of this letter your carrier had made no effort to pursue subrogation associated with the damage they had previously paid. Additionally, one of your passengers described the rock as potentially having flown "over" and not "from" our insured's vehicle—which would not be due to any negligence on the part of our insured.
- You reported the loss as occurring on 7/20/21 and our insured denied having a vehicle in the area on the alleged date and time. Once we secured the photographs directly from your passenger we confirmed the pictures were actually taken on 7/19/21. Our insured does acknowledge having a vehicle in the area on that date and time. However, the pictures taken do not confirm the involvement or negligence of the vehicle identified in the alleged damages to yourself or your vehicle. In your statement you indicated the debris came from the back door of a dump truck which was not fully secured—however, the photographs do not appear to support any rear door being open on the vehicle photographed.
- The damage to your vehicle appears to be (and was described by your passengers) as a single rock chip to the windshield only. Accordingly, an extensive portion of the potential damages claimed to your vehicle appear to be pre-existing wear and tear, which would be consistent with a 10-year-old vehicle.
- Even if a jury were to accept the involvement and negligence of our insured for this alleged incident, by your own description of the facts of loss and as supported by the alleged damages and the facts of loss as relayed by your passengers, we find there is no mechanism to support the types of injuries you are claiming.

- Based on the medical records you provided, you did not seek any immediate medical attention from this alleged incident (July 2021), and, in fact, the only records provided appear to have been for treatment after you were involved in a subsequent incident in September 2021. Additionally, most of the records provided appear to only reference the subsequent (September) incident or make only passing reference to an incident in July.

Given the lack of mechanism for your injuries and especially in conjunction with the lack of any apparent medical treatment until your subsequent incident 2 months later, among the other factors raised above, we are unable to relate the alleged injuries to this alleged incident. In the full spirit of compromise, we will offer \$2,000.00 as a full and final settlement for any and all damages claimed by you as a result of this alleged incident. This includes any alleged injuries to yourself and/or alleged property damage to your vehicle that may not have been paid for by your own insurance carrier. Of note, we also spoke with both of the passengers in your vehicle at the time of this alleged incident, and they both confirmed they were not injured and no claims are being presented by them.

If you choose not to accept this compromise offer we request you provide us with a copy of any suit or litigation paperwork you file with the court as we anticipate mounting a vigorous defense of our insured.

We are hopeful that you will give this offer of \$2,000.00 serious consideration. We have included a release for you to sign and return. Upon receipt of the properly executed release, we will issue the payment as noted above.

Thank you for your time and attention, and I look forward to hearing from you in the immediate future.

KEVIN B MCNEIL  
Claims Department  
1-440-620-2626  
1-800-PROGRESSIVE (1-800-776-4737)  
Fax: 1-833-905-1738

Form Z587 (01/08)